

ADOPTED THE 12TH DAY OF JANUARY 1985; AND AMENDED THE 16TH DAY OF JANUARY 1987; AND FURTHER AMENDED AT THE ANNUAL GENERAL MEETING MARCH 12TH and 13TH, 2004; AND FURTHER AMENDED AT THE ANNUAL GENERAL MEETING APRIL 1ST AND 2ND, 2011; AND FURTHER AMENDED AT THE ANNUAL GENERAL MEETING APRIL 30TH AND MAY 1ST, 2012 AND FURTHER AMENDED THE 18<sup>TH</sup> DAY OF APRIL, 2016.

**REGULATIONS GOVERNING CONTRACT ADVISORS  
REGISTERED WITH THE  
CANADIAN FOOTBALL LEAGUE PLAYERS' ASSOCIATION  
(the "Regulations")**

WHEREAS the Canadian Football League Players' Association has determined that it is in the best interests of all Players in the Canadian Football League to implement regulations governing the conduct of Contract Advisors in order to maintain the highest possible degree of integrity and the most effective representation of Players in and outside of the Canadian Football League;

AND WHEREAS the Canadian Football League Players' Association has determined that it is in the best interests of all Players to maintain a list of Contract Advisors who have voluntarily agreed in writing to be bound by regulations governing their conduct as Contract Advisors in the Canadian Football League;

NOW THEREFORE the Canadian Football League Players' Association Board of Representatives hereby approves the Regulations, which shall be required to be agreed upon as aforesaid by any Contract Advisor registered with the Canadian Football League Players' Association:

**ARTICLE I -- DEFINITIONS**

1. The following words shall have the following meaning in the Regulations:
  - a) "**Applicant**" means any person applying to obtain registration or renewal of registration with the C.F.L.P.A. as a Contract Advisor;
  - b) "**C.F.L.**" means the Canadian Football League;
  - c) "**C.F.L.P.A.**" means the Canadian Football League Players' Association;
  - d) "**C.F.L.P.R.C.**" means the Canadian Football League Player Relations Committee;
  - e) "**Collective Bargaining Agreement**" means the Collective Bargaining Agreement made between the C.F.L.P.A., the C.F.L.P.R.C. representing all of the Member Clubs in the C.F.L. and the C.F.L.;

- f) "**Contract Advisor**" means any person, whether individually or through a firm or corporation, who provides services, which include, but are not limited to the following:
- i. Negotiating compensation and other benefits for a Player in individual contract negotiation with a Member Club;
  - ii. Negotiating and drafting of special provisions which are inserted into the Standard Player Contract to be signed by a Player;
  - iii. The giving of advice, counsel and information to a Player in the context of negotiating with or preparing for negotiations with a Member Club or in enforcement of a contract which the Contract Advisor negotiates;
  - iv. The handling of Player funds paid to or on behalf of a Player as compensation for playing services with a Member Club; or
  - v. Any activity or conduct, which directly or indirectly represents, or holds out as representing, a Player in individual contract negotiations.
- g) "**Contract Advisor Examination**" means the test for Contract Advisors that they are required to pass to be registered with the C.F.L.P.A.;
- h) "**Member Club**" means a Member Club in the C.F.L.;
- i) "**Player**" means any Player under contract with a Member Club or dealing with or has someone dealing with a Member Club in the C.F.L.;
- j) "**Regulations**" means the Regulations governing Contract Advisors registered with the C.F.L.P.A.; and
- k) "**Standard Player Contract**" means the Standard Player Contract in effect and in accordance with the terms of the Collective Bargaining Agreement.

## **ARTICLE II - REGISTRATION WITH THE C.F.L.P.A. AS A CONTRACT ADVISOR**

1. Registration with the C.F.L.P.A. as a Contract Advisor is open to those persons 19 years of age or older. Persons desiring to obtain registration with the C.F.L.P.A. as a Contract Advisor must file an application for registration in the form attached hereto and marked as Appendix "A", and must pay to the C.F.L.P.A. the registration fee for Contract Advisors as determined from time to time by the C.F.L.P.A. The registration fee is non-refundable.
2. Upon receipt of the application and application fee, the Applicant must write the Contract Advisor Examination administered by the C.F.L.P.A., and score at least 75% in order to be considered for registration.

3. Registration with the C.F.L.P.A. as a Contract Advisor shall be granted in accordance with the Regulations only to individual persons and not to any firm, company, corporation or other entity.
4. Upon the filing of an application for registration with the C.F.L.P.A. as a Contract Advisor, the Applicant agrees and shall be deemed to have agreed that he or she will be bound by and shall conform with the Regulations and shall not evade, violate, or circumvent either directly or indirectly the Regulations.
5. Any registration with the C.F.L.P.A. as a Contract Advisor may be revoked if:
  - a) It is discovered that the application contains any false or misleading statement of a material nature;
  - b) The Contract Advisor fails to pay to the C.F.L.P.A. the registration fee or the annual fee assessed for Contract Advisors;
  - c) The Contract Advisor handles or manages Player funds when he or she is not bonded or does not have insurance or assurance to protect the full amount of funds being handled or managed;
  - d) The Contract Advisor fails to advise the C.F.L.P.A. of any change that has occurred in the answers to any of the questions in his/her application for registration, within sixty (60) days from the time of the change in the answer;
  - e) The Contract Advisor fails to respond promptly to any communication from the C.F.L.P.A., the C.F.L.P.A. Executive Committee or C.F.L.P.A. Legal Counsel requesting information or a response;
  - f) The Contract Advisor fails to respond promptly to any communication from the C.F.L.P.A., the C.F.L.P.A. Executive Committee or C.F.L.P.A. Legal Counsel which alleges misconduct on the part of the Contract Advisor or any other Contract Advisor;
  - g) The Contract Advisor is found guilty of an offence that brings into question the integrity of the Contract Advisor, such decision to be at the sole discretion of the C.F.L.P.A. Executive Committee; or
  - h) The Contract Advisor is found guilty of a serious offence, such decision to be at the sole discretion of the C.F.L.P.A. Executive Committee.
6. Within (60) days of the filing of the application for registration, the C.F.L.P.A. shall determine whether registration shall be granted to the Applicant.
7. Grounds for denial of registration or renewal of registration with the C.F.L.P.A. as a Contract Advisor shall include, but are not limited to, the following:

- a) Failure on the part of the Applicant to pay to the C.F.L.P.A. the registration fee or the annual fee assessed for Contract Advisors;
  - b) Conduct of the Applicant involving fraud, misrepresentation, embezzlement, misappropriation of funds or theft;
  - c) The Applicant is found guilty of an offence that brings into question the integrity of the Applicant, such decision to be at the sole discretion of the C.F.L.P.A. Executive Committee; or
  - d) The Applicant is found guilty of a serious offence, such decision to be at the sole discretion of the C.F.L.P.A. Executive Committee.
  - e) Making false or misleading statements of a material nature in the application for registration as a Contract Advisor;
  - f) The Contract Advisor fails to advise the C.F.L.P.A. of any change that has occurred in the answers to any of the questions in his/her application for registration, within sixty (60) days from the time of the change in the answer;
  - g) Any other conduct which adversely affects the competence, credibility or integrity of the Applicant in serving as a Contract Advisor;
  - h) Handling or management of Player funds when not bonded or when there is no insurance or assurance fund to protect such funds being handled or managed to their full amount; or
  - i) Achieving a score of less than 75% on the Contract Advisor Examination administered by the C.F.L.P.A.
8. In the event that an application is denied by the C.F.L.P.A. pursuant to this Article II, the Applicant may appeal such decision to the Arbitrator appointed pursuant to Article VI of the Regulations.
9. Upon approval of the Applicant's application for registration with the C.F.L.P.A. as a Contract Advisor, the Contract Advisor shall receive a written certification in the form attached hereto and marked as Appendix "B".
10. A Contract Advisor registered with the C.F.L.P.A. shall be provided with the following:
- a) A copy of the Collective Bargaining Agreement;
  - b) A copy of the C.F.L.P.A. booklet "Negotiation of Your Contract";
  - c) A membership booklet;
  - d) A copy of the salary survey; and
  - e) C.F.L.P.A. newsletters and communiqués printed after registration.

11. A Contract Advisor registered with the C.F.L.P.A. shall pay to the C.F.L.P.A. the annual fee assessed for Contract Advisors commencing on the first anniversary date following registration and thereafter on each anniversary the Contract Advisor continues to be registered with the C.F.L.P.A.
12. Registration with the C.F.L.P.A. as a Contract Advisor shall not be considered in any way as conferring liability upon the C.F.L.P.A. or its Board of Representatives, as individuals or as a Board, or its Board of Directors, as individuals or as a Board, for any act or conduct of the person registered, whether or not such act or conduct falls within the activities governed by the Regulations.

### **ARTICLE III – AGREEMENTS BETWEEN CONTRACT ADVISORS AND PLAYERS & CONTRACT ADVISOR COMPENSATION**

1. Any agreement between a Contract Advisor and a Player entered into after the effective date of the Regulations, which is not in writing in the pre-printed form attached hereto as Appendix “C” or which does not meet the requirements of the Regulations, shall not be enforceable against any Player and no Contract Advisor shall have the right to assert any claim against the Player for compensation on the basis of such a purported agreement.
2. Any agreement between a Contract Advisor and a Player with respect to a loan or advance from the Contract Advisor to the Player for the purpose of the Player attending at workouts, which is not in writing in the pre-printed form attached hereto as Appendix “D” and which does not meet the requirements of the Regulations, shall not be enforceable against any Player and no Contract Advisor shall have the right to assert any claim against the Player for compensation on the basis of such a purported agreement.
3. All fees paid to the Contract Advisor shall be based upon services actually provided and shall be reasonable and may be subject to review and adjustment by the C.F.L.P.A. All fees paid to the Contract Advisor shall be chargeable and payable only in Canadian Dollars.
4. All agreements between a Contract Advisor and a Player shall be in writing and shall set out precisely the services to be provided and the fee to be charged for such services.
5. All agreements between a Contract Advisor and a Player which are not in writing or which are not in compliance with the Regulations are void and unenforceable.
6. The maximum fee which may be charged or collected by a Contract Advisor shall be three percent (3%) of the “compensation” (as defined in section 7) received by the Player in each playing season covered by the contract negotiated by the Contract Advisor. The Contract Advisor and the Player may agree to any fee which is less than the maximum set out in this section.

7. The term compensation in this Article shall be deemed to include only base salary, signing bonus, housing allowance, roster bonus or reporting bonus payments, Practice Squad salary in excess of the minimum Practice Squad salary specified in the Collective Bargaining Agreement, and any performance bonuses actually received by the Player. The term compensation shall not include “honour” incentive bonuses or any benefits which are contained in the Collective Bargaining Agreement
8. A Contract Advisor shall not receive any payment of fee based upon compensation payable to a Player until such compensation is actually paid to and received by the Player.
9. A Contract Advisor may charge a fee based upon an hourly rate for services rendered, provided however the hourly rate and the maximum fee that shall be charged must be set out in writing in the Standard Representation Agreement (Appendix “C”) and must be reasonable considering all of the circumstances. In no case shall the fee be more than the maximum set out in Section 6 above.
10. A Contract Advisor may charge a fixed fee, provided however the fixed fee must be set out in writing in the Standard Representation Agreement (Appendix “C”) and must be reasonable considering all of the circumstances. . In no case shall the fee be more than the maximum set out in Section 6 above.
11. When a Contract Advisor charges a fee based upon an hourly rate or a fixed fee, the Contract Advisor’s fee shall only be payable after the compensation negotiated is paid and received by the Player. If the Player is paid only part of the compensation negotiated, the Contract Advisor’s fee will be adjusted on a pro-rata basis to reflect the actual compensation paid and received by the Player.
12. The revised fee structure set out in this Article is applicable to all Standard Representation Agreements signed by a Player after May 1<sup>st</sup>, 2016. Any Standard Representation Agreements signed prior to that date will be subject to the fee regulations in place at the time the Agreement was signed.

#### **ARTICLE IV - CODE OF CONDUCT FOR CONTRACT ADVISORS**

1. A Contract Advisor shall disclose upon request to the C.F.L.P.A. and/or to a Player all information relevant to his or her qualifications to provide services as a Contract Advisor, including, but not limited to, educational background, special training experience in negotiations,

- past and present representation of professional athletes and relevant business associations or memberships in professional organizations.
2. A Contract Advisor shall assure the most effective representation possible on behalf of a Player in individual contract negotiations with a Member Club.
  3. A Contract Advisor shall avoid any conflict of interest, which could potentially compromise the best interests of the Player or the C.F.L.P.A.
  4. A Contract Advisor shall maintain the highest degree of integrity and competence in Player negotiations with Member Clubs.
  5. A Contract Advisor shall become and remain sufficiently educated in areas of the structure of the C.F.L., economics in the C.F.L., applicable Collective Bargaining Agreement and other governing documents, basic negotiating techniques and developments in sports law and related subjects.
  6. A Contract Advisor shall fully comply with all provincial and federal laws of Canada whether or not the services are provided within or outside of the Dominion of Canada.
  7. A Contract Advisor shall comply with all of the Regulations and amendments thereto.
  8. A Contract Advisor is prohibited from holding, either directly or indirectly, a position as employee, officer or director with any Member Club or with any person or corporation making application to become a Member Club.
  9. A Contract Advisor must disclose in writing to the Player prior to accepting representation of such Player, the names and current positions of any C.F.L. management personnel and coaching personnel who he or she has represented or is representing in any matters pertaining to their employment by or in association with any Member Club.
  10. A Contract Advisor is prohibited from engaging in any activity, which creates an actual or potential conflict of interest with the effective representation of a Player.
  11. A Contract Advisor is prohibited from negotiating and/or agreeing to any provision in a Standard Player Contract which directly or indirectly violates or jeopardizes any benefit contained in the Collective Bargaining Agreement or other provisions and any applicable documents which are designed to protect the working conditions of Players in the C.F.L.
  12. A Contract Advisor is prohibited from negotiating and/or agreeing to any provision in a Standard Player Contract which directly or indirectly violates any stated policy, rules or requirements established by the C.F.L.P.A.
  13. A Contract Advisor must, upon request, keep the C.F.L.P.A. informed of the developments and negotiations with Member Clubs involving individual Players. A Contract Advisor shall not

conceal material facts from the C.F.L.P.A. or the Player involved, which relate to the subject of the individual negotiations in question. A Contract Advisor must report to the C.F.L.P.A. any known violations by a Member Club of a Player's individual contract or a Player's rights under other applicable documents.

14. A Contract Advisor is prohibited from engaging in unlawful conduct and/or conduct involving material dishonesty, fraud, deceit, misrepresentation or other conduct which reflects adversely on his or her fitness as a Contract Advisor or jeopardizes the effective representation of Players.
15. A Contract Advisor is prohibited from providing or offering to provide anything of significant value to a Player in order to become a Contract Advisor for such Player.
16. A Contract Advisor is prohibited from providing or offering to provide anything of significant value to any other person in return for a personal recommendation of the Contract Advisor's selection by a Player.
17. A Contract Advisor is prohibited from providing materially false or misleading information to any person in the context of solicitation for selection as the Contract Advisor for any Player.
18. A Contract Advisor is prohibited from using titles or business names, which imply the existence of professional credentials, which he or she does not actually possess.
19. A Contract Advisor is prohibited from soliciting or accepting anything of value from any Member Club or other C.F.L. management personnel for his or her personal use or benefit.
20. A Contract Advisor is prohibited from handling or managing Player funds unless the said Contract Advisor is bonded or has insurance or assurance in an amount equivalent to those funds being managed or handled on behalf of the Player.

#### **ARTICLE V - BREACH OF REGULATIONS BY A CONTRACT ADVISOR**

##### 1. Disciplinary Committee

The President of the C.F.L.P.A. shall appoint a three person Disciplinary Committee which shall be charged with the responsibility of initiating disciplinary procedures against a Contract Advisor registered with the C.F.L.P.A. who is alleged to have violated the Regulations. The Disciplinary Committee shall consist of active or retired C.F.L. Players chosen at the discretion of the President of the C.F.L.P.A. The Legal Counsel of the C.F.L.P.A. shall serve as a Non-Voting Advisor to the Disciplinary Committee.

##### 2. Filing of Complaint

Disciplinary proceedings against any Contract Advisor registered with the C.F.L.P.A. shall be initiated by the filing of a written complaint against the Contract Advisor by the Disciplinary



Committee. Such complaints shall be based upon verified information received by the Disciplinary Committee from any person having knowledge of the action or conduct of the Contract Advisor in question, including Players, other Contract Advisors, C.F.L.P.A. staff or other persons associated with professional football. The complaint shall be sent to the Contract Advisor by single-registered mail addressed to the Contract Advisor's business office or may be personally served upon the Contract Advisor. The complaint shall set out the specific description of the action or conduct giving rise to the complaint and shall make reference to the Regulations alleged to have been violated. A complaint must be filed by the Disciplinary Committee within one (1) year from the date of the occurrence of the facts which give rise to the complaint or within one (1) year from the date on which the facts became known to the Disciplinary Committee, whichever is the later.

3. Answer

The Contract Advisor against whom the complaint has been filed shall within twenty (20) days of date of service file a written answer to the complaint. Such answer shall be served by single-registered mail to the offices of the C.F.L.P.A. or personally delivered to the offices of the C.F.L.P.A. with a copy to the offices of the Legal Counsel of the C.F.L.P.A. The answer must set out the full answer and defence and must contain admissions or denials as to the facts alleged in the complaint and shall also assert any facts or arguments that the Contract Advisor wishes to state in his or her defence.

4. Within thirty (30) days after receipt of the answer or within thirty (30) days after the time for serving an answer has expired, the Disciplinary Committee shall inform the Contract Advisor of their findings with respect to whether a regulation contained herein has been breached and in the event that there has been a breach of a regulation, as to the nature of the discipline, if any, which the Disciplinary Committee intends to impose. The discipline, which may be imposed, may include one (1) or more of the following:

- a) The issuance by the Disciplinary Committee of an informal order of reprimand to be retained in the Contract Advisor's file at the C.F.L.P.A. offices;
- b) The issuance of a formal letter of reprimand which may be made public through any C.F.L.P.A. publication;
- c) A fine of not more than \$5,000.00 (payable to a designated charity) and/or payment of a specific sum to any Player represented by the Contract Advisor in an amount equal to any loss sustained by such Player as a result of the Contract Advisor's action found to be in violation of the Regulations and in the alternative, upon failure to pay the fine or

payment of a specified sum, revocation of the Contract Advisor's registration with the C.F.L.P.A.;

d) Suspension for a time certain of the registration of the Contract Advisor with the C.F.L.P.A.; or

e) Revocation of the Contract Advisor's registration with the C.F.L.P.A.

5. Appeal

A Contract Advisor who has disciplinary action imposed upon him or her by the Disciplinary Committee may, if (s)he disputes the action taken, appeal the Disciplinary Committee's decision to an Arbitrator in accordance with the Arbitration System as it is described in Article VI in the Regulations, except that the time for filing an appeal shall be sixty (60) days from the date of the decision of the Disciplinary Committee.

**ARTICLE VI - ARBITRATION PROCEDURE**

1. Disputes Between Contract Advisors and Players

Any dispute between a Contract Advisor registered with the C.F.L.P.A. and a Player concerning the conduct over individual negotiations by a Contract Advisor, the payment of fees due or allegedly due by a Player to a Contract Advisor or other activities of the Contract Advisor within the scope of the Regulations shall be resolved exclusively in accordance with the procedures set forth in this Article VI. All time limitations in this Article VI may be extended by mutual agreement of the parties involved.

2. Appeal by Contract Advisor of Finding of Disciplinary Committee

In the event that a Contract Advisor disputes the decision of the Disciplinary Committee, such dispute shall be resolved conclusively and exclusively in accordance with the procedures set forth in this Article VI except that a Notice of Appeal must be served within sixty (60) days following the date of the decision of the Disciplinary Committee.

3. Appeal by Contract Advisor of Refusal of C.F.L.P.A. to Allow Registration

In the event that a Contract Advisor disputes the decision of the C.F.L.P.A. to refuse registration with the C.F.L.P.A., such dispute shall be resolved conclusively and exclusively in accordance with the procedures set forth in this Article VI except that the Notice of Appeal must be served within sixty (60) days of the date of the decision of the C.F.L.P.A. to refuse registration.

4. Filing

The arbitration of a dispute under this Article VI shall be initiated by a written notice of grievance by a Player or a Contract Advisor registered with the C.F.L.P.A. Any such grievance must be filed within one (1) year from the date of the occurrence or non-occurrence upon which the grievance is based or within one (1) year from the date on which the facts of the matter become known or reasonably should have become known to the person filing the grievance, whichever is later. A Player need not be under contract to a Member Club at the time of a grievance related to him or at the time such grievance is initiated or processed.

A Player may initiate a grievance against a Contract Advisor registered with the C.F.L.P.A. by sending the written notice of grievance by single registered mail to the Contract Advisor's business address or by personal delivery of the written notice of grievance to such address. A Contract Advisor may initiate a grievance against a Player by sending a written notice of grievance by single registered mail to the Player with a copy to the C.F.L.P.A. or by personal delivery of the written notice of grievance to the Player with a copy to the C.F.L.P.A. The written notice of grievance shall set forth the facts and circumstances giving rise to the grievance and a description of the relief sought. If a grievance is filed by a Player, the Contract Advisor shall forward a copy to the C.F.L.P.A. forthwith.

5. Answer

A party against whom a grievance has been filed shall serve an answer in writing by single-registered mail or personal delivery within twenty (20) days of receipt of the written notice of grievance upon the grievor and the C.F.L.P.A. The answer will set forth admissions or denials as to facts alleged in the grievance and shall also recite the position or arguments of the respondent in defence of his or her position. Once the answer is filed, the C.F.L.P.A. shall promptly appoint an Arbitrator and shall provide the Arbitrator with copies of the written notice of grievance and answer and all other relevant documents.

6. Hearing

The Arbitrator appointed shall select a time and place for hearing the dispute, which place shall either be the City of Toronto or the City of Edmonton in Canada. At such hearing, all parties to the dispute and the C.F.L.P.A. will have the right to be present and to call evidence and to make representations. Within sixty (60) days following the date of the hearing the Arbitrator shall issue a written decision and such decision shall constitute full, final and complete disposition of the grievance and will be binding upon the Player and the Contract Advisor. The Arbitrator shall

not have jurisdiction or authority to add to or subtract from or alter in any way the provisions of the Regulations.

7. Costs

Each party will bear the costs of their own witnesses and counsel. The costs of the arbitration, including the fees and expenses of the Arbitrator, will be borne equally by the parties to the grievance. Provided, however, the Arbitrator shall have the discretion to assess all costs to one (1) party if he or she deems a grievance or appeal to be frivolous in nature. If the Arbitrator awards a sum of money, it shall be paid within ten (10) days of said award.

In the event that a Contract Advisor initiates the arbitration of a dispute, the Contract Advisor shall deposit as security for costs an amount deemed sufficient by the Arbitrator to cover costs to be incurred in the arbitration. In the event that the Contract Advisor fails to deposit security for costs within twenty (20) days from the date of the request of same from the Arbitrator, the notice of grievance filed by the Contract Advisor shall be dismissed.

**ARTICLE VII - AMENDMENTS TO THE REGULATIONS**

1. The C.F.L.P.A. Board of Representatives may from time to time amend the Regulations and all Contract Advisors registered with the C.F.L.P.A. agree to be bound by such amendments, provided copies of amendments are provided to them at their business address by mail or e-mail or are posted in C.F.L.P.A. publications.

**[End of Regulations]**